

AGREEMENT TO DISMISS CLAIMS

I. PARTIES

This Agreement to Dismiss Claims ("Agreement") constitutes the settlement that has been reached between Innovative Sports, Inc. ("Innovative Sports") and Christopher Colby Taylor ("Taylor") on the one hand (collectively, the "Innovative Sports Parties"), and Columbia Sportswear Company ("Columbia"), on the other hand. The Innovative Sports Parties and Columbia are at times referred to collectively herein as the "parties."

II. RECITALS

A. Innovative Sports has asserted claims against Columbia and made demands of Columbia in connection with the civil action entitled *Innovative Sports, Inc. v. Columbia Sportswear Company, et al.*, Case No. 161206333 (the "Litigation"), currently pending in the Circuit Court of the State of Oregon for Lane County.

B. Columbia has not filed an answer to the claims asserted by Innovative Sports and, as a result, has not formally asserted counterclaims. However, Columbia has made informal claims that Innovative Sports filed the Litigation in bad faith and for attorney fees pursuant to the Oregon Trade Secrets Act and as the prevailing party pursuant to the parties' February 2007 contract.

C. Taylor is the CEO of Innovative Sports. Columbia has asserted that Taylor filed the Litigation without probable cause and for an improper purpose.

D. By Order dated March 22, 2013, the Lane County Circuit Court dismissed five claims Innovative Sports asserted against Columbia in the Litigation, without leave to replead the claims.

E. On April 12, 2013, Columbia filed a motion for summary judgment as to the remaining claim in the Litigation.

F. The Innovative Sports Parties and Columbia desire to terminate the Litigation; to settle and resolve all claims, counterclaims, demands, and defenses pending in the Litigation; and to document the other promises set forth herein.

III. COVENANTS

In consideration of the foregoing, and in consideration of the promises and covenants set forth herein, and for good and valuable consideration, receipt of which is hereby acknowledged, including without limitation Columbia's release of claims for attorneys' fees and damages as set forth in the Recitals, the Innovative Sports Parties and Columbia agree as follows:

A. Dismissal of the Litigation with Prejudice

The parties shall execute and promptly file a Stipulated General Judgment of Dismissal in the form attached hereto as Exhibit A, and will take and cause to be taken all other actions necessary to cause the Litigation to be dismissed with prejudice. Innovative Sports shall promptly notify each individual subpoenaed by Innovative Sports for deposition or trial that each such individual is released from any and all obligations pursuant to the subpoena.

B. No Payment

Neither Columbia, on the one hand, nor the Innovative Sports Parties, on the other hand, shall make any payment to the other. Each party shall pay its or his own attorney fees and costs.

C. Releases

1. Effective upon execution of this Agreement, the Innovative Sports Parties, and each of them, hereby unconditionally release and forever discharge Columbia, Columbia's subsidiaries and each of their present and former officers, directors, managers, employees, agents, representatives, attorneys, shareholders, affiliates, insurers, successors, and assigns, of and from any and all actions, causes of action, claims, obligations, damages or demands for damages, expenses, attorneys' fees or liability of any kind whatsoever, whether known or unknown, vested or contingent, in law, equity, or otherwise, which the Innovative Sports Parties, individually or collectively, ever had or now has or later may have, against or by reason of any matter, cause or thing whatsoever, including without limitation violation of any state or federal law, misappropriation of trade secrets, breach of contract, conversion, interference with contract or economic advantage, breach of the duty of good faith and fair dealing or any other duty, any and all claims and matters alleged in the Litigation, and/or any and all claims arising from the facts and circumstances at issue in the Litigation that could have been asserted by the Innovative Sports Parties in the Litigation; provided, however, that this release shall not apply to the obligations of the parties under this Agreement.

2. Effective upon execution of this Agreement, the Innovative Sports Parties, and each of them, hereby unconditionally release and forever discharge all current and former suppliers of products, materials, information or services to Columbia or any Columbia subsidiary, including without limitation Ardica Technologies, Inc.; WEEL Technologies, Ltd.; Gerbings Heated Clothing, Inc.; and Gerbings, LLC, and their present and former officers, directors, managers, employees, agents, representatives, attorneys, shareholders, affiliates, insurers, successors, and assigns, including Cupid Roberts, of and from any and all actions, causes of action, claims, obligations, damages or demands for damages, expenses, attorneys' fees or liability of any kind whatsoever, whether known or unknown, vested or contingent, in law, equity, or otherwise, which the Innovative Sports Parties, individually or collectively, ever had or now has or later may have, against or by reason of any matter, cause or thing whatsoever, including without limitation violation of any state or federal law, misappropriation of trade secrets, breach of contract, conversion, interference with contract or economic advantage, breach of the duty of good faith and fair dealing or any other duty, any and all claims and matters alleged in the Litigation, and/or any and all claims arising from the facts and circumstances at issue in the Litigation that could have been asserted by the Innovative Sports Parties in the Litigation.

3. Effective upon execution of this Agreement, Columbia hereby unconditionally releases and forever discharges Taylor, Innovative Sports, and its present and former officers, directors, managers, employees, agents, representatives, attorneys, insurers, successors, and assigns, of and from any and all actions, causes of action, claims, obligations, damages or demands for damages, expenses, attorneys' fees or liability of any kind whatsoever, whether known or unknown, vested or contingent, in law, equity, or otherwise, which Columbia ever had or now has or later may have, against or by reason of any matter, cause or thing whatsoever, including without limitation violation of any state or federal law, breach of contract, bad faith, wrongful use of civil proceedings, breach of the duty of good faith and fair dealing or any other duty, any and all claims and matters alleged in the Litigation, and/or any and all claims arising from the facts and circumstances at issue in the Litigation that could have been asserted by Columbia in the Litigation; provided, however, that this release shall not apply to the obligations of the parties under this Agreement.

D. Prohibition of Any Contact by Innovative Sports or Taylor

Innovative Sports and Taylor agree that they shall have no contact, direct or indirect, with (a) Columbia or any Columbia subsidiary; (b) any of Columbia's or Columbia subsidiaries' present, future and former officers, directors, managers, employees, agents and representatives, including without limitation Michael "Woody" Blackford, Mark Sandquist, Doug Prentice, Dave Robinson, Lane Cobb, Neel Banerjee, Ted Ganio, Mark Koppes, Sherrie Curtin, Jose Garcia, Mike Gaier, Matt Martin, Anya Gorson, Tim Boyle, Gert Boyle, Tom Cusick, Ron Parham, Peter Bragdon and John Motley; (c) Columbia's attorneys, including Timothy DeJong, Jacob Gill, Keith Ketterling and Stoll Stoll Berne Lokting & Shlachter P.C.; (d) Tom Nolan; (e) Michael Corbett; (f) Cupid Roberts; (g) and any employee, supervisor, or immediate family member of any of the foregoing named individuals. As used herein, "contact" means contacting or attempting to contact said persons in person, by telephone, by text message, by mail, by email, social media or any other electronic transmission, or by entering or attempting to enter or remain at their offices, headquarters, stores, residences or places of employment. Contact also includes being within in the area 200 feet from their non-retail business offices, headquarters, residences or non-retail places of employment. "Indirect" contact shall include, without limitation, directing any other person to have contact. In the event of a breach of threatened breach of the provisions of this paragraph, the persons specified in this paragraph shall each be entitled to an injunction restraining such conduct and any other remedies available for such breach or threatened breach, including damages and attorney's fees.

E. Agreement Not Confidential

The parties agree that this Agreement, and its terms, are not confidential. The parties further agree that, upon the execution of this Agreement, any gag order entered by the Lane County Circuit Court shall be considered lifted and shall not be enforced.

F. Other Provisions

1. Each of the parties represents and warrants that such party is fully authorized to enter into this Agreement and each of its terms and perform such party's obligations hereunder, that such party is the sole and lawful owner of all rights, title, and interests in any and all claims which are released by such party pursuant to this Agreement, and that such party has not assigned, transferred, or conveyed, in whole or in part, any of such party's rights, title, or interests in any such released claims to any other person or entity.

2. This Agreement, and the covenants, undertakings, and releases set forth herein, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3. This Agreement has been drafted jointly by the parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto based upon the participation or role of such party in the drafting or negotiation of this Agreement.

4. Each of the parties represents that such party has read this Agreement and discussed it with an attorney of such party's own choosing, that such party understands each of the terms of the Agreement, and that such party enters into this Agreement and the settlement evidenced hereby voluntarily and willingly.

5. The parties agree that this Agreement constitutes the entire and complete agreement between the parties.

6. This Agreement may not be altered, amended or modified in any respect or particular whatsoever except by a writing duly executed by each of the parties hereto.

7. The parties agree that Oregon law will apply to any breach of this Agreement, or any dispute related to this Agreement, and that any such disputes will be litigated in Portland, Oregon. If any proceeding is instituted to interpret or enforce any term or provision of this Agreement, then the prevailing party or parties shall be entitled to recover from the other party or parties reasonable attorneys' fees and costs incurred in instituting and prosecuting such proceeding, in addition to all other available relief.

8. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, then the remainder of this Agreement, or the application of such provision to other persons or circumstances, will not be affected thereby.

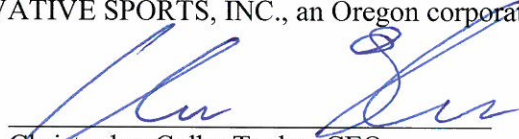
9. This Agreement may be executed in one or more counterparts, including facsimile counterparts, and all so executed will constitute one agreement, binding on the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Agreement that has attached to it separate signature pages, which altogether contain the signatures of all parties, will for all purposes be deemed a fully executed instrument.

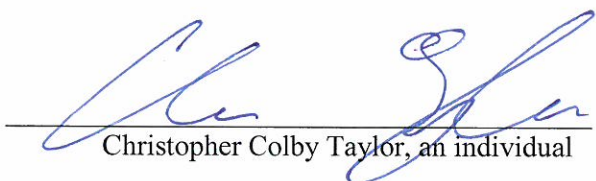
DATED this 15th day of April, 2013.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the above date.

INNOVATIVE SPORTS, INC., an Oregon corporation


By:


Christopher Colby Taylor, CEO


Christopher Colby Taylor, an individual

COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation

By:


Peter Bragdon, Senior Vice President of
Legal and Corporate Affairs, General Counsel
and Secretary

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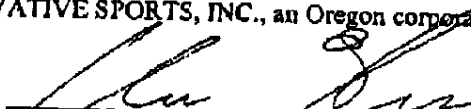
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Christopher Colby Taylor, CEO


Christopher Colby Taylor, an individual

COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation

By:

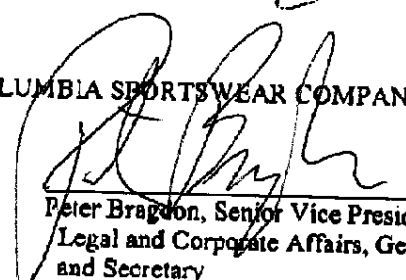

Peter Bragdon, Senior Vice President of
Legal and Corporate Affairs, General Counsel
and Secretary

EXHIBIT A

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF LANE

INNOVATIVE SPORTS INC., an Oregon
corporation,

Plaintiff,

v.

COLUMBIA SPORTSWEAR COMPANY, an
Oregon corporation; NCS POWER, INC., a
Washington corporation; THE ALLYN
GROUP, LLC, a Washington limited liability
company,

Defendants.

Case No. 161206333

**STIPULATED GENERAL
JUDGMENT OF DISMISSAL**

Pursuant to ORCP 54A(1)(b), the parties hereto, through counsel, stipulate to the
dismissal of this action in its entirety, including all claims and counterclaims asserted by the
parties, with prejudice and without attorneys' fees or costs to any party.

DATED this 15th day of April, 2013.

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PAGE 1 - STIPULATED GENERAL JUDGMENT OF DISMISSAL

1 IT IS SO STIPULATED:

3 **ARNOLD LAW**

**STOLL STOLL BERNE LOKTING &
SHLACHTER P.C.**

5 By: _____

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12 **Attorneys for Plaintiff**

**Attorneys for Columbia Sportswear
Company**

14 *****

16 **JUDGMENT**

17 Based on the foregoing stipulation of the parties, it is:

18 ORDERED AND ADJUDGED that this case, including all claims and counterclaims
19 asserted by the parties, is dismissed with prejudice and without attorneys' fees or costs to any
20 party.

21 DATED: _____, 2013.

24 By: _____

Hon. Charles D. Carlson

Lane County Circuit Court Judge

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